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COURT OF APPEALS
DIVISION II

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STATE OF WASHINGTON

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Appeal No: 52987-4-II

Trial Court No: 18-2-02634-34

COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON

PETER J. MCDANIELS,
Appellant,

v.

DEP'T OF CORRECTIONS
Respondent.

OPENING BRIEF ON REVIEW
OF Appellant, Peter J. McDaniels

I, Peter J. McDaniels, pro se appellant, am filing this opening brief for a full de novo review of the trial court record and decision(s) in good faith.

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CASE LAW

- 22, 24 Cedar Grove Composting, Inc. v. City of Marysville, 188 Wn. App. 695 (July 6, 2015)
- 23 Creer Legal v. Monroe Sch. Dist., 423 P.3d 915, 4 Wn. App. 2d 776, 2018 Wash. App. LEXIS 1925 (Wash. Ct. App. 2018)
- 26 Hegwine v. Longview Fibre Co., 162 Wn. 2d 340, 353, 172 P.3d 688 (2007).

* Previously, I read case law on deficient search forms and documentation in PRA cases; could not locate case law.

Argument And Issue Of Law

A local government having proprietary duty to act may delegate, or rely on, the maintenance of public records related to the performance of a public function to or by another local agency. However, the agency having the proprietary duty cannot avoid its statutory responsibility to perform its Public Records Act (PRA), Wash. Rev. Code ch. 42.56., obligations through such delegation or reliance.

Otherwise, a local agency having proprietary duty to act and maintain records could contravene the intent of the PRA by utilizing another agency to maintain and ultimately veil documents related to the agency's core government functions.

FACTS

On March 10, 2017, I filed a public records request, under RCW 42.56, with the Washington State Dep't of Corrections' public records unit (PRU). See Thurston County Case Summary on Case No. 18-2-02634-34, Index #23 (Opening Brief), Exhibit Merits F1 hereinafter referenced as: (Index #23, Opening Brief, Exhibit Merits F1).

On March 23, 2017, public records specialist (PRS) Donna Williams responded and provided PRU-46351 as the tracking number for my request.

Likewise, on March 23, 2017, I wrote back to PRS Williams informing her that she had misinterpreted my request. See: New evidence presented on review, part 2, Exhibit R9.11-5, Page 1, hereinafter referred to as: (New exhibit R9.11-5.1)*. On April 6, 2017, PRS Williams responded with a corrected version of her previous letter. See (New exhibit R9.11-5.2)

On May 4, 2017, PRS Williams sent me another letter saying, "Additional time is needed ..." See: (New exhibit R9.11-5.3)

On May 18, 2017, PRS Williams sent me a final agency response saying, "A search was conducted which did not produce responsive records. PRU-46351 is now closed." See: (Index #3, Exhibit SJ2 AB); and for the Court's convenience I am providing it at: (New exhibit R9.11-5.4)

On November 6, 2018, 537 days after PRS Williams closed PRU-46351, the defendant Dep't of Corrections provided me with documents responsive to PRU-46351. This was not all of the responsive documents, but it marks the first and last installment.

PRS Paula Terrell provided the responsive documents and labelled them as installment #2; however, I did not receive an installment #1 responsive to my request for contracts. Installment #1 she references were responsive to a wholly

** R9.11-5.1a & 1b show her original typo and my correction letter.*

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different request that the defendant's PRU chose to combine with a previous request under PRU-49186. See: (New exhibit R9.11-3.5)*. The (partial) responsive documents, pages 1 and 60 of 63 documents responsive to PRU-56351 are at: (ibid. R9.11-3.8-9).

DAMAGES under PRU-56351:

1. Sixty-three (63) documents at 537 days.
2. Umbrella Food Contract 06006 (2.07 gigabytes worth of documents). Long after I filed this lawsuit, the defendant DOC chose to be forthcoming of the name of the agency that hosts the contract. I did contact the agency, Department of Enterprise Services (DES), and I received a CD/DVD at my brother's home; the files were unreadable except for a few. See: (New exhibit R9.11-5.10-[21]).

These are documents I needed to provide the federal district court with a proper presentation on the availability of foods and types of foods. Without the contract (part of which can be seen in the back of the defendant's response to my opening brief in the lower court) See: (Index #25, Defendant Response Brief, Exhibit 4 / Attachment A).

Again, this enormous contract contains everything I needed to research what foods were available to the Stafford Creek

Correction Center's (SCCC) kitchen. Without the contract, the

* NEW EXHIBIT R9.11-1-4 are in Part 1 while R9.11-5 is in Part 2 of my motion to include new evidence on review.

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DOC has no direction on where they can and can't purchase foods from for state institutions. This contract, Umbrella Food Contract 06006, is the one and only food service contract; therefore, my request was proper. Even had I merely said, "I am requesting the food contract DOC uses to order food", that would have been proper and required the defendant to respond with contract 06006. However, I went into great detail about what I was talking about in my letter."

I did attempt to find the exact name of the contract. See: (New exhibit R9.11-5.6-8). This is a kiosk exchange between the food service manager (FSM) here at SCCC and myself. I asked him for information about the contract, so I could provide the defendant's PRU with more information. I also asked who the author was, but FSM, Mr. DeHaven, told me I had to get that information through public disclosure.

Consequently, the fact that I was told to go through the defendant's PRU, even after DeHaven double-checked to see how I could gather the information, tells us that all I needed to do was write to the public records office and describe what I was looking for. I did that with great detail, but instead, under PRU-49186 requested on September 01, 2017, the defendant's PRU sent me four bogus, completely unrelated contracts. Even the smallest amount of due diligence would have produced the umbrella food contract 06006.

Why didn't Food Service Manager DeHaven tell me who authored the contract?

He claims that all information must come from the PRU, so why didn't the PRU tell me that DES hosts the contract on an agency wide intranet? Why didn't the defendant's PRU contact the SCCC kitchen? They are the ones who are authorized to use the contract. (Index #23, Opening Brief, Exhibit Merits T, Line 14): It reads, "The following DOC employees are authorized to purchase food items under DES contract 06006 on behalf of DOC: [...] DOC Facility Food Service Managers, DOC Adult Corrections Cooks, [...]"

The defense is going to try and convince the Court that they don't actually use the contract itself in paper format; however, that argument fails because the contract is on an agency wide intranet for all state institutions to use, and it is updated frequently. See: (Index #23, Opening Brief, Exhibit Merits M).

The bottom line here is that somebody in the DOC has to access the contract in order to prepare the menus from the foods available. The foods, and where SCCC is authorized to purchase them from, are found in the contract: 06006.

Again, the sole purpose of my public records request was to find out the exact information contained in the contract because the contract dictates what vendors exist and consequently what foods

are available to be purchased, under normal circumstances, by SCCC's kitchen.

I needed that information in order to brief the fed. dist. court on my assertion that the DOC has access to the foods I need for my religion. The DOC refuses to provide those religious foods.*

The defense claims that contract 06006 is non-responsive; however, that is genuinely false. Contract 06006 is exactly what I was looking for. Brad Simpson, one of several Correctional Industries (CI) managers along with Brian King and others, refused to provide the contract in my federal discovery, and now in this immediate case, he attempts to cover up the tracks of the defendant by claiming (what means) the contract doesn't apply to my request.

How is it that these defendants and their attorney can determine whether I was looking for contract 06006 or not? The small number of pages on record confirm that it is exactly what I was looking for; they don't get to make that decision, I do! I need that contract still to this day. I have not received a paper copy, and I have no access to a computer or the Internet (or the Wash. State agency intranet(s)).

I am providing one document abstracted from the umbrella food contract 06006. See: (New Exhibit R9.11-5.[9]). This page is called, "CI FOODS 4-WEEK MODIFIED DIET ORDER GUIDE - EFFECTIVE
* I REQUIRE HALAL FOODS; I AM AN ORTHODOX MUSLIM.

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MARCH 1, 2016." It is an exhibit in my federal case. The foods on this guide are taken directly from the contract 06006.

Somebody working for the defendant DOC (Under Information And Belief) created this ordering guide. The defense has provided no proof that someone other than the Dep't of Corrections prepares these ordering guides for DOC employees. Clearly, the defendant uses the contract 06006 as a proprietary function of government business.

On 8-14-2017, I sent a kiosk message to Superintendent Gilbert informing her of her duty to find a medium between quality foods and cost control for inmates at SCCC. See: (Index #23, Opening Brief, Exhibit Merits N).

On 8-22-2017, M[ichelle] J[ohnson], Ms. Gilbert's clerk, responded and informed me that headquarters had set up a contract. She inferred that the superintendent had no authority to change anything due to a contract. See: (Index #23, Opening Brief, Exhibit Merits O).

Previously, Superintendent Gilbert [while working at Stafford Creek and not Monroe as I originally stated] had responded to an inmate, Eric Hayden's, grievance about the food stating, "CI foods holds the umbrella food contract (#06006) for convenience foods [...] SCCC Food [S]ervice has tried to purchase other products from different vendors but have been denied the purchase because of the contract." (11-19-15) signed by Margaret

*

Gilbert. See: (Index #23, Opening Brief, Exhibit Merits B2).

It is clear that originally, Michelle Johnson had consulted with Ms. Gilbert either due to my kiosk at the time, or at some time prior to my, 8-14-2017 kiosk message. Michelle Johnson made the response and not Superintendent Gilbert. Ms. Johnson was Gilbert's agent, per se.

On 8-22-2017, I replied to Ms. Johnson's response on behalf of Superintendent Gilbert, and I asked for the contract number and contract manager's name and mailing information. I had vaguely recalled that Mr. Becker had received a copy of Eric Hayden's grievance months earlier when we had consolidated tort claims in Grays Harbor. I did not have access to that document at the time.

On 10-4-2017, M[ichelle] Johnson responded again on behalf of Superintendent Gilbert saying, "I am unsure of this, you would need to contact Headquarters for this information. M Johnson supt office[.]"

I know Ms. Johnson because she is aslo a legal liasion for SCCC, and she frequently helped me e-file my documents in the two federal cases I had open at the time.

I also know for a fact that former Superintendent Gilbert had "retired" prematurely due to an ethics issue she was under

* Or REPLY BRIEF, INDEX #26

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investigation for. Under information and belief, Ms. Johnson did not have access to Ms. Gilbert on 10-4-2017 due to either Gilbert already have being discharged or preoccupied with her investigation. This is conjecture, but the defense has provided no proof at all whatsoever that the defendant's PRU, during my public records request, even attempted to contact Margaret Gilbert.

We all have to agree that, during litigation, Mr. Carr (AAG) could have attempted to contact Margaret Gilbert, whether she worked for the DOC still or not, yet the defense has provided no such proof. In fact, AAG Carr fabricates a story of deception.

Consequently, when the defendant's attorney, AAG Carr, blatantly deceived the lower court, he only dug the hole deeper for his client. AAG Douglas W. Carr WSBA #17378 fabricated the following oral argument: he said during the 12-14-2018 hearing in front of the Honorable Judge Carol Murphy, "Mr. McDaniels asked the superintendent, and this is in the record, what she was referring to. He asked her what is the contract number and who handles that contract? And as Mr. McDaniels pointed out, she waited for almost a month and a half to respond, and her response was, I'm not sure, you are going to have to check with headquarters. In other words, she didn't really know anything about the contract she was referring to." See: (DEC 14, 2018, Verbatim Report of Proceedings, Page 21 Lines 24-25 and Page 22 Lines 1-7).

First of all, the Eric Hayden grievance response by Gilbert shows that Superintendent Gilbert knew very well what she was talking about; secondly, AAG Carr has committed perjury by blatantly fabricating the idea that Ms. Gilbert had been the person I was communicating with directly in the kiosk exchange.

I have included another piece of evidence that I received two days ago on 12-12-2019. It is a message from the administration regarding kiosk messages. It tells us that the person's title attached to the mailbox inmates communicate with will not always be responded to by the administrator themselves. See: (New Exhibit 9.11-5.9). Again, we can only reconcile this with Eric Hayden's grievance where Ms. Gilbert shows that the contract she likewise was referring to in Mr. Hayden's complaint is the exact same contract Michelle Johnson referred to in my kiosk exchange with the superintendent's office. No sane person could believe otherwise.

And, let's face it -- even if what Brad Simpson is saying is true (i.e. that Ms. Gilbert and Brian King made a mistake in their understanding of how the contract operates) it doesn't matter; my PRA request is for the document Superintendent Gilbert (or her agent) was referring to in the kiosk. They never contacted Ms. Gilbert or her agent, Michelle Johnson, to find out what contract they were referring to -- it's just that simple.

But, if we look at the grievance response Gilbert gave Eric Hayden, it appears from her language that her response is well founded and well researched. See: (Index #26, Reply Brief, Exhibit Merits B2).

Brian King confirms the contract in a declaration in Grays Harbor Superior Court. See: (Index #23, Opening Brief, Exhibit Mertits C2 Line 1). Who should I believe? Brian King who had no reason to fabricate a contract in his declaration in a Grays Harbor case and Margaret Gilbert who was merely restating what she was told by her food services management?

Or, should we believe Brad Simpson who is being sued specifically due to foods that appear in the contract, and he consequently refused that information in discovery? I could not acquire the discovery with a motion to compel because the deadline had elapsed, and the fed. dist. court refused to reopen discovery. Again, King and Gilbert had no reason to falsify their understanding of the contract while Simpson clearly does. As an added note, King and Simpson have the same level of administrative authority and capacity in Correctional Industries.

The defendant's PRU and supporting agents were well beyond reckless negligence (emphasis) when handling my request. Their bad faith was a wanton disregard for the public records act;

their actions and lack of actions were indifferent. Several of the numerous failures, by the defendant, to follow the rules of the public records act are numbered below:

1. Michelle Johnson was never contacted by the defendant's PRU;
2. Margaret Gilbert was never contacted by the defendant's PRU.
3. The personnel I referenced in my original request were not contacted by the defendant's PRU, PRU-46351. I said, "Often when I file complaints or interview DOC & SCCC staff members in reference to the menus and foods that are actually being served to inmates at SCCC from the **Kitchen / Dining Hall**, the DOC/SCCC staff member will claim that they are following the menu and the 'contract' says ..." See: (Index #23, Opening Brief, Exhibit Merits F1). So, why didn't the defendant's PRU contact the SCCC kitchen and grievance staff?
4. Brad Simpson provides no proof that the food service ordering guides are made from some other (mystery) document than the contract 06006. With that being said, my original request under PRU-46351, says, "My public disclosure request is for any and all contracts and other agreements and other documentation ..." (ibid).

Question: How would you have written my request differently?
When I tried to get more information about the contract from

local personnel, I was directed to the PRU.

Plus, there is only one single contract besides the vendor agreement; both are responsive. See: (New exhibit, R9-11.3.8)(i.e. page 8 of exhibit 3)*. This remains unrebutted.

5. AAG Carr fabricated a story, committing perjury, to the lower court in order to persuade the judge to make a premature ruling in the defendant's favor.

And, just in case there may be any question about Mr. Carr's fabrication as a possible mistake: it most certainly was deliberate and against the rules of professional conduct because he repeated the false contact with Gilbert from a previous perjured statement. See also: (DEC 14, 2018, Verbatim Report of Proceedings, Page 21 Lines 12-15). Carr's fabrication is in multiple instances throughout the hearing, "Ms. Gilbert no longer works for DOC, and I agree your honor it would have been appropriate for the public records officer who was handling this request [Kailey Tschimperle is who he is referring to] to ask her [i.e. Gilbert], and she did." Here, the defendant's attorney deliberately falsified the record.

6. Although there are several "weak links," perhaps the weakest when talking about the one and only staff involved here at SCCC who displayed a wanton disregard and had just been plain lazy, and although not the most indifferent of all involved, she was

* NEW EXHIBIT R9.11-1-4 are not individually marked while R9.11-5 are.

acting in bad faith: Jessica Nagala received the first contact communication between the PRU and SCCC under PRU-49186. Jessica Nagala said, "I checked CE Prison and I don't see the kiosk message in his inbox." (Index #23, Opening Brief, Exhibit Merits S). She just gave up! She made no effort to take my request seriously: indifference.

The request wasn't for the kiosk message; this makes no sense at all. Nagala completely cut the PRU off from SCCC; however, the response she gave the PRU certainly should have been reciprocated with a request for further investigation; but that didn't happen.

7. Brian King was never contacted by the defendant's PRU.

8. Then, PRS D. Wortham got ahold of the request and destroyed any chances of getting a proper response because he altered my request deliberately with the intent to derail my pursuit of the contract: no other conclusion can be made.

A lot of the above and briefing to follow can be found in my Opening Brief, Index #23 and my declaration Index #27; those documents should be reviewed, but I will also continue here to make my bad faith claim a genuine scale tipper.

8. (continued) On 12-12-2017, PRS D. Wortham sent me a letter after he replaced Ms. Tschimperle as the PRS for my request

under PRU-49186. In his letter, D. Wortham stated: "We are now interpreting your request to be for "a copy of the contract between the Department of Corrections and Correctional Industries to provide food services at Stafford Creek Corrections Center." See: (Index #26, Reply Brief, Exhibit Merits X1).

On 12-18-17, I wrote a letter to PRS D. Wortham notifying him of the error he made in his interpretation. I said, "D. Wortham, your interpretation is incorrect. I am asking specifically for any contract which the Superintendent's Office was referring to, in relation to why the SCCC kitchen is required to use certain **products, vendors,** menus or otherwise food services for inmates, ..." See: (Defendant's Response to my Opening Brief in the lower court, Exhibit 3, Attachment A, 12-18-2017 letter to D. Wortham from me, Peter J. McDaniels) (Index #26, Reply Brief, Exhibit Merits X2).

On 1-16-2018, after a confirmation letter exchange on 1-3-2018, D. Wortham made his final agency response:

"You clarified your request to be for: 'a copy of the contract between the Department of Corrections and Correctional Industries to provide food services at Stafford Creek Corrections Center.' We have completed the additional search and no responsive records were found. The file for PRU-49186 is now closed." See: (Defendant's Response to my Opening Brief in the

lower court, Exhibit 3, Attachment A, letter from D. Wortham to me, Peter J. McDaniels). This documents can also be seen at: (Index #26, Reply Brief, Exhibits Merits X1-4; there are two X4's; the second is my letter telling him he is in violation of the PRA).

Wortham further buries himself by claiming that he interpreted that gross misunderstanding from my original kiosk message; however, according to the PRU's own documentation, the date he claims to have read the kiosk would have been an impossibility. See: (Index #25, Declaration of Dallas Wortham, Page 2 Lines 14-17).

When the PRU contacted SCCC (the first and only time), Jessica Nagala stated, "I checked CE Prison and I don't see the kiosk message ..." And, so she never sent the PRU a copy of the actual communication between Gilbert's office and myself. It is noteworthy to bring to the Court's attention that Jessica Nagala did print off a copy of the kiosk message exchange between Gilbert's office and myself on 10/3/2017 11:46:04 AM. This was done at my request locally; consequently, in no way should that date be construed to mean that D. Wortham has somehow received a copy; again, there is no proof on the record; Wortham's declaration is perjurious.

D. Wortham has fabricated an impossible story to attempt to get out of his malicious conduct; this activity by a state agent

requires severe damages!

Wortham continues where Nagala left off, and he cut off any possible adherence to the PRA by the other state agents that received the request from him; namely Julyette W. Prothero and Lindsey Konrad, neither of whom work at SCCC.

PRS D. Wortham never contacted the various staff members assigned to the public records request, PRU-49186, to inform them that 'a copy of the contract between the Department of Corrections and Correctional Industries ...' was inaccurate.

9. Although PRS D. Wortham's false information was disseminated throughout the DOC, Lindsey Konrad is fully aware of a responsive document (i.e. the vendor side of the contract for CI); she says, on 1-11-2018, "At one time CI was included in a Department of Enterprise Services master contract for food (referred to as an umbrella contract), but that ended years ago. I will talk to Brian [King] and his reference to the 'umbrella' contract."

Prior to that, on 1-11-2018, Ms. Konrad said, "There is no food contract between CI and DOC or SCCC for food service." So, twenty-four days after I wrote to PRS D. Wortham, on 12-18-2017, saying, "Your interpretation is incorrect." I am going to speculate that if D. Wortham had been acting in good faith, he would have contacted everyone he had sent bogus information to

and corrected his (deliberate) mistake, but he didn't. Consequently, Lindsey Konrad might have provided the umbrella contract had she known I wasn't looking for a contract between CI and DOC.

I will add that the PRA requires broad disclosure, so I am really having a difficult time understanding why the defendant provided four, completely unrelated contracts (twice), yet the one and only umbrella food contract 06006 and the vendor side CI contract were not provided. Sound fishy? Yes, I agree.

They are being sued, and they knew I needed those contracts.

I also requested public disclosure of communication between the defendant's PRU and the Attorney General's Office. This was a request under PRU-52132. See: (New Exhibit, R9.11-3.1, Second #2 (bold)).

Keep in mind that the defendant's PRU bumped my request for the contract onto 52132 once I backed them into a corner; even after I provided them with more specifics about the contract (after getting information regarding the Eric Hayden grievance response from Gilbert), the PRU never should have removed the contract request from PRU-49186.

So, I am asserting that damages for the umbrella food contract 06006 and the vendor side CI contract started on the date PRS

Wortham closed PRU-49186. I never received any responsive documents under PRU-49186. I received the CI vendor side contract on approximately 11-6-2018. PRS D. Wortham closed PRU-49186 on 1-16-2018.

Damages under PRU-49186:

1. 63 documents at (approx.) 290 days. See: (Index #23, Opening Brief, Exhibit Merits AA3).

2. Umbrella Contract 06006 (approx.) 267 days at an unknown number of documents contained in a CD/DVD of 2.07 GB. See: (Index #23, Opening Brief, Exhibit Merits M).

The dates here are quite convoluted; I am asserting that this is due to PRS D. Wortham, on one hand, attempting to deprive me of documents through the defendants PRU while, on the other hand, other public records specialists are attempting to provide me with only a partial response. For example, Paula Terrell provides a portion of the umbrella contract 06006 on 10-17-2017, (Index #23, Opening Brief, Exhibit Merits AA3); however, our best case scenario is 2.07 GB worth of documents contained in the umbrella food contract 06006 was not provided, but rather a non-defendant agency, DES, had provided it (approx.) 235 days after the close of PRU-49186. See: (Index #23, Opening Brief, Exhibit Merits AA1).

PRS D. Wortham is the agent who deliberately assigned a new PRU number to my request for the contract; the time line and correspondence show that Wortham was attempting to stonewall my request, but once he realized he was not going to succeed, he changed the number and then consequently told me to get the responsive documents from a different agency: this is malicious risk management at its finest folks! Wortham denied the liability and transferred the risk.

During the lower court proceedings, based on my pleadings, I wanted to compel the communication between the defendant and the Attorney General's Office to be reviewed in camera by Judge Murphy. She said that I would need to wait until the second of the two bifurcated hearings to make such a motion; however, we never reached the second hearing.

Mr. Carr, the defendant's attorney, insists that I had not briefed the lower court on PRU-52132, and he concluded therefore I had forfeited it.

That is not true because the first part of it, even after I asked them to not combine my previous request under PRU-49186 with my new request, they did so anyway while the second part, per my pleadings, is concerning communication between the defendant's PRU and the Attorney General's Office;

Today, I am asking that correspondence, from PRU-52132, to be

reviewed prior to the lower court making a damages assessment.

By combining my original request under 49186 and my request for that privileged correspondence, D. Wortham knew he could keep my request for the contract Superintendent Gilbert was referring to in her office's kiosk message open for a very long time which would prevent me from obtaining the documents needed in my fed. dist. case.

QUESTIONS AND COMMENTS ON LAW

1. Is a state agency which uses a contract as part of a proprietary function, even if the contract is maintained by another agency, required to disclose the contract under the meaning of RCW 42.56's broad disclosure requirement given the fact that the agency using the contract views the contract on a statewide intranet in an electronic format rather than a paper version?

"An agency does not have to possess a document to "use" it for purposes of the Public Records Act, Wash. Rev. Code ch. 42.56. Possession of information is not determinative of the issue." Cedar Grove Composting, Inc. v. City of Marysville, 188 Wn.App. 695 (July 6, 2015 Court of Appeals).

2. Is a plaintiff, in a public records act violation claim, required to claim negligence, inadequate search, weakest link,

malicious interference, dishonesty, silent withholding, or any other ambiguous or otherwise term in his or her pleadings?

For example, the defense contends that I did not claim negligence; however, I am asserting that negligence under the PRA and a state tort of negligence which the defense is referring to are two different terms of art. Would Mr. Carr have me prove Objective Symptomolgy in order to perfect my claims under RCW 42.56?

My argument is that the PRA only has one single cause of action, thus any negligence, silent withholding, or dishonesty are elemental findings by a court and not pleading requirements. Nothing in the PRA suggests that claims under RCW 42.56 somehow deviate from the standard civil rules.

"RCW 42.56.550 provides only one cause of action per alleged denial under the Public Records Act (ch. 42.56 RCW). Creer Legal v. Monroe Sch. Dist., 423 P.3d 915, 4 Wn App. 2d 776, 2018 Wash. App. LEXIS 1925 (Wash. Ct. App. 2018).

3. Is there a nexus that exists between the foods and vendors contained within contract 06006 and the defendant's decision making process? Yes, there is because the contract dictates what vendors and ultimately what foods are authorized to be used for inmates' three daily meals under normal circumstances.

"An agency "uses information for the purpose of the Public Records Act (PRA), [...], when the information is applied to a given purpose or instrumental to a governmental end or process and where a nexus exists between the information and an agency's decision-making process" Cedar Grove Composting [Headnotes].

4. The lower court said, "Any ongoing issues that occur after the litigation is initiated, I generally don't think are relevant to whatever issues were brought in the lawsuit, maybe a different lawsuit, but not this one." See: (DEC 14, 2018, Verbatim Report of Proceedings, Page 16 Lines 19-22).

I believe the lower court was referring to the issue of the defendant providing a partial response as a result of this current lawsuit. And, I believe that court's assessment is in err. "Subsequent events do not affect the wrongfulness of an agency's initial action in withholding records if the records were wrongfully withheld at that time." Cedar Grove Composting (Headnotes).

5. The superior court said, "[I] find that the plaintiff has not met his burden to show that a violation occurred by silently withholding." See: (DEC 14, 2018, Verbatim Report of Proceedings, Page 34 Line 25 and Page 35 Lines 1-2).

That court was not clear on its expectations of me on how to brief for the first of the two bifurcated hearings. Mr. Carr

confirmed that all we were doing was determining if the records in dispute were responsive to my several requests and letters. That court's directions were not clear.

I am asserting that silent withholding is a question of bad faith and not a question of whether the records are required to be disclosed. I was proceeding under the assumption that silent withholding would be addressed in the second hearing.

Furthermore, the lower court's understanding, at the time of the first and only hearing, was that silent withholding means, "We are going back to the requests, themselves, and tracking silent withholding. Again, that's the issue, essentially whether the Department identified a specific document in response and did not provide it." See: (DEC 14, 2018, Verbatim Report of Proceedings, Page 32 Lines 14-18).

When I went to the defendant's law library, I asked for the proper documents to file an action against the DOC for violation of the PRA. I said nothing about silent withholding. The defendant's law clerk provided the papers I filed as my first complaint. (See: Index #3).

Due to this, I assumed that silent withholding was the proper term of art to use; however, after much digging through the defendant's minimal case law database, I could not find any pleading requirements over and above the general rules which

mean to be clear and concise.

I filed an amended complaint. See: (Index #16). In that complaint, I elaborated on silent withholding and I added a general claim of a PRA violation after the silent withholding claim along with a claim for malicious interference. That was in reference to the defendant refusing the documents in order to prevent me from providing them to the fed. dist. court.

The defense nor the lower court has provided no authority that says I am required to even plead silent withholding.

My belief is that the issue is moot anyway because the lower court's understanding of silent withholding is incorrect, and therefore the lower court's ruling is invalid.

"A trial court's findings of fact must justify it's conclusions of law." *Hegwine v. Longview Fibre Co.* 162 Wn.2d 340, 353, 172 P.3d 688 (2007).

In our immediate case, the trial court (respectfully) erred in the inverse by misconstruing the conclusion of law on a false definition. The facts show that silent withholding is manifest.

6. The trial court erred in its application of law by saying, "[H]e didn't say, I am requesting Contract No. 06006 as of this date or something specific like that." See: (DEC 14, 2018,

As shown earlier, when I requested the name and author of the contract, I was given the run-a-round by both the SCCC kitchen saying, "You can use public disclosure for that information F[ood] M[anager] 5 DeHaven." I responded saying, "DeHaven, thank you for your response, however, I have been attempting to go through public disclosure, but I don't have the proper information to give them such as the contract #s etc. I could really use any specific details from you that may help."

DeHaven then replied, "I double checked on this you would have to submit public disclosure to get all information you require FM 5 DeHaven." See: (New Exhibit R9.11-5.6-8).

Who did he double check with? Brad Simpson?

I didn't offer the above information to the lower court for two reasons. 1. I did not have it with me; it was archived because I am only allowed to have one box of legal work in my room at a time; I have five boxes. 2. Most importantly, I was planning on pulling the other box out and make a bad faith argument in the second bifurcated hearing. I deliberately waited to file the above kiosk exchange between DeHaven and myself because the defendant's attorney directed me to only brief the court on the requirements of the DOC disclosing the contract and nothing else. The lower court's directions were not contradictory to

that.*

Furthermore, even after I was able to retrieve the information about the contract, the defendant (PRS D. Wortham) claimed their were no responsive documents and then changed the number from 49186 to 52132. Then, under 52132, D. Wortham denied broad disclosure again.

I had to circumvent him, after this lawsuit was filed, to get a mere sixty-three pages of what is probably several thousand pages responsive to my request. Under Information and Belief, the Attorney General's Office was advising them to withhold the docuemnts; and D. Wortham was their contact with Brad Simpson. A woman named Shari Hall, after I had already received a partial installment of the 06006 contract, said, "'a search for responsive records to 'Any and all portions of the 'umbrella food' contract no. 06006...' was conducted and no responsive records were found.'" See: (New Exhibit R9.11-3.7).

The above letter came from their Risk Management Office. Again, I am asking that my request under PRU-52132 for communication between the Attorney General's Office regarding PRU-49186 be provided. Those documents are part of this case, and they have not been provided either. See: (New Exhibit R9.11-3.1).

7. The trial court ignored my claim for malicious interference, and that is err.

* Keep in mind that I could barely hear the Court, and I tried to
OPEN BRIEF PAGE 28 get the Judge to speak up.

8. According to the Public Disclosure Task Force of Washington State, I am not required to ask for a document by its exact name, and when I used the term "any and all" it was proper because I narrowed it down to food contracts; consequently, food umbrella contract #06006 was responsive; and the defendant deliberately withheld it both when I asked for the contract in generic terms and after I asked for it by its absolute name.

My request and this litigation is not vexatious, and I am very upset that Mr. Carr is accusing me of such. He provides no proof; likewise, Mr. Becker's declaration is spot on point and accurate. He did not receive a copy of the index to the umbrella food contract until exactly one day after I wrote to the PRU on one occasion. Becker was acting in good faith.

The defendant and its agents acted in bad faith through negligence, dishonesty, willful omission of the records I was seeking. These acts of bad faith were both deliberate and done with a culpable state of mind to deprive me of the responsive documents. The defendant and its agents could have avoided risk by informing Jessica Nagala that her "I don't see the kiosk message..." response was not adequate. They were indifferent to her "weakest link" response.

Likewise, PRS D. Wortham was indifferent and not trying to avoid harm when he neglected to inform the other agents that he was

providing them with bogus information regarding my request. They didn't care whether I got the documents or not; however, it appears from the record that D. Wortham and Brad Simpson did not want me to get those records at all. My federal lawsuit was for several hundred thousand dollars. I would say the damage is great. Not to mention the great amount of anxiety I suffered through the process of D. Wortham mocking me by coming right back with the exact same response I had just got done telling him was incorrect.

9. The defendant did not follow its own policy. It appears as if the only search form used was by either Lindsey Konrad or someone else. It's not clear because the search form was not filled out properly either; it's incomplete. See: (New Exhibit R9.11-2.1); that document says, "For each public records coordinator and/or DOC employee searching for records to Public Records Requests, fill out the information below." You will notice that the person's name is not filled in, nor is the "other (Please specify):" filled in, yet the box is marked "Yes". Then it says were records scanned? "Yes," the box is checked. Were responsive records located? "Yes," was checked.

Then why didn't I get the responsive records?

The most compelling evidence located on the one and only ^{*} search form is that it has a possible search location listed, "DOC Internet..." They marked "Yes," yet they somehow missed the

OPEN BRIEF PAGE 30 * SEE EXHIBIT MERITS Y1. Jamie Dolan
from CI. July 2018. This is the only
June completed form of
the two I found.

contract 06006.

After investigating further regarding the search form (New Exhibit R9.11-2.1), it appears as if this may have been the one used to produce the four bogus, completely unrelated contracts that I was refunded for. In my investigation, I am finding no other search form, ^{*}so after I clarified my request to D. Wortham on Jan. 3rd 2018. See: (Index #23, Opening Brief, Exhibit Merits X-3). No search form appears after that correspondence, nor do I see any search form used by Jessica Nagala or anyone else.

The defendant provides a thorough Public Disclosure Training for its agents, but the staff involved in today's claim did not follow the training or DOC Policy 280.510, Public Disclosure of Records. I have included seven documents. See: (New Exhibit R9.11-6; and I have provided the policy. See: (New Exhibit R9.11-7.1-8).

In their training manual it states "Thoroughly document your search,..." "Again, document your search..." "This means that records... * May not have been created by DOC." and the training manual provides a copy of the New Public Records Search Form. This search form was not used by most of the staff involved in today's PRA action.

The policy states, "All employees will: [...] 3. Track and report to the Public Disclosure Unit or PDC, as applicable, the

OPEN BRIEF PAGE 31

* No other Search form after I clarified D. Wortham's error.

staff time expended in searching and responding to requests for responsive records." Again, I am only seeing one search form completed, and it is missing the name of the person who filled it out." See: (New Exhibit, DOC Policy, Page 3 of 8 under D. All employees will: at 3.).

In conclusion, I ask this Court to clarify the meaning of Silent Withholding. I ask this Court to clarify the pleading requirements concerning negligence and other terms of art through the lens of the PRA.

I I ask this Court to provide rulings in my favor for all of the PRU numbers in my complaint relevant to the claims.

And, I ask this Court to make findings of fact and conclusions of law based on the trial court record and both of my motions to add additional evidence on review.

I ask this Court to provide the lower court with a complete ruling save the final damages; however, I ask that this Court provide the lower court with the proper means to make a meaningful damages assessment.

I DECLARE UNDER THE PENALTY OF PERJURY UNDER THE LAWS OF THE GREAT STATE OF WASHINGTON THE ABOVE IS TRUE AND MADE IN GOOD FAITH.

Dated this 23rd day of December, 2019.



Peter J. McDaniels

SCCC H2 B 39L

191 Constantine Way

Aberdeen, WA 98520

NEW EXHIBIT [PART 2]

R9.11-5

5.10-21 is a portion of what my brother was able to extract from the 06006 CD/OVD; he is not computer savvy, and I may have been able to print off more. He claims the files were corrupt, but it might be an application version conflict or otherwise issue.



STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS
P.O. Box 41100 • Olympia, Washington 98504-1100

March 23, 2017

Peter J. McDaniels DOC # 995036
H1 / H1083L
Stafford Creek Corrections Center
191 Constantine Way
Aberdeen WA 98520

Dear Mr. McDaniel:

I acknowledge receipt of your recent public records request received in our office on March 16, 2017. We have assigned this request a tracking number of PRU-46351. Please refer to this number in all future communications with us about this request.

You write to request:

1. any and all contracts, agreements and other documentation that dictates why the Stafford Creek Corrections Center kitchen must serve to the inmates for their daily meals; and
 2. What the Stafford Creek Corrections Center kitchen can and cannot serve when altering, adding to, and subtracting from all of the numerous menus / diets offered in policy.
- Public Records requests are for identifiable, existing records. Therefore, I will search for a document that captures the information you seek.

Department staff are currently identifying and gathering records, if any, responsive to your request. I will respond further as to the status of your request within 30 business days, on or before May 4, 2017. If you have any questions in the interim, please contact me at the address below.

Sincerely,

Donna Williams

Donna Williams, Public Records Specialist
Public Records Unit
Department of Corrections
PO Box 41118
Olympia WA 98504-1118
dmw:PRU #46351
cc: File

NEW EXHIBIT

R9.11-5.1a

"Working Together for SAFE Communities"

March 23, 2017

Donna Williams, Specialist
Public Records Unit
Department of Corrections
PO Box 41118
Olympia, WA 98504-1118

Peter J. McDaniels #995036
SCCC H1 A 83
191 Constantine Way
Aberdeen WA 98520

* RE: PRU # 46351

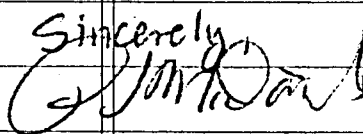
Hello, I received your letter dated March 23, 2017.

→ You wrote, "I. any and all contracts and other documentation that dictates why the Stafford Creek Corrections Center Kitchen must serve to the inmates for their daily meals;"

However, that is not what I wrote. I wrote, "any and all contracts and other agreements and other documentation that dictates what the SCCC Kitchen must serve to inmates for their three daily meals..."

Do you see the significance of your typo? It has completely altered my intended request. Because this public records request is going to be presented to the federal Court Magistrate, I ask that you please provide what I asked for, Thank you.

Sincerely,



cc: File

NEW EXHIBIT

R9.11-5.16



STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS
P.O. Box 41100 • Olympia, Washington 98504-1100

April 6, 2017

Peter J. McDaniels DOC # 995036
H1 / H1083L
Stafford Creek Corrections Center
191 Constantine Way
Aberdeen WA 98520

Dear Mr. McDaniel:

I acknowledge receipt of your correspondence received in our office on April 3, 2017 regarding PRU-46351 and I apologize for the typo.

You requested:

1. any and all contracts, agreements and other documentation that dictates what the Stafford Creek Corrections Center kitchen must serve to the inmates for their three daily meals; and
2. What the Stafford Creek Corrections Center kitchen can and cannot serve when altering, adding to, and subtracting from all of the numerous menus / diets offered in policy.

Public Records requests are for identifiable, existing records. Therefore, I will search for a document that captures the information you seek.

Department staff are continuing to identify and gather records, if any, responsive to your request. I will respond further as to the status of your request within 20 business days, on or before May 4, 2017. If you have any questions in the interim, please contact me at the address below.

Sincerely,

Donna Williams, Public Records Specialist
Public Records Unit
Department of Corrections
PO Box 41118
Olympia WA 98504-1118

dmw:PRU #46351
cc: File

*NEW EXHIBIT
R9.11-5.2*

61

"Working Together for SAFE Communities"



STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS
P.O. Box 41100 • Olympia, Washington 98504-1100

May 4, 2017

Peter J. McDaniels DOC # 995036
H1 / H1083L
Stafford Creek Corrections Center
191 Constantine Way
Aberdeen WA 98520

Dear Mr. McDaniels:

This letter is in regard to PRU-46351, your request for the following records:

1. any and all contracts, agreements and other documentation that dictates what the Stafford Creek Corrections Center kitchen must serve to the inmates for their three daily meals; and
2. What the Stafford Creek Corrections Center kitchen can and cannot serve when altering, adding to, and subtracting from all of the numerous menus / diets offered in policy.

Additional time is needed to finish processing your request. Therefore, I will respond further within 20 business days; on or before June 1, 2017.

Sincerely,

Donna Williams

Donna Williams, Public Records Specialist
Public Records Unit
Department of Corrections
PO Box 41118
Olympia WA 98504-1118

NEW EXHIBIT
R9.11-5.3

dmw:PRU #46351
cc: File

EXHIBIT C73 AA

"Working Together for SAFE Communities"



STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS
P.O. Box 41100 • Olympia, Washington 98504-1100

May 18, 2017

Peter J. McDaniels DOC # 995036
H1 / H1083L
Stafford Creek Corrections Center
191 Constantine Way
Aberdeen WA 98520

Dear Mr. McDaniels:

This letter is in regard to PRU-46351, your request for the following records:

1. any and all contracts, agreements and other documentation that dictates what the Stafford Creek Corrections Center kitchen must serve to the inmates for their three daily meals; and
2. What the Stafford Creek Corrections Center kitchen can and cannot serve when altering, adding to, and subtracting from all of the numerous menus / diets offered in policy.

A search was conducted which did not produce any responsive records.

PRU-46351 is now closed

Sincerely,

Donna Williams, Public Records Specialist
Public Records Unit
Department of Corrections
PO Box 41118
Olympia WA 98504-1118

dmw:PRU #46351
cc: File

*NEW EXHIBIT
R9.11-5.4*

"Working Together for SAFE Communities"

PUBLIC RECORDS UNIT SEARCH FORM

PRU #

For each Public Records Coordinator and/or DOC employee searching for records in response to Public Records Requests, fill out the information below:

Staff Name: _____

Staff Location/Unit: _____

Time Spent (including searching, compiling & review):
_____ (Increments of 15 minutes)

Date: _____

Possible Search Locations

Please specify the locations searched. This list indicates locations where records may likely be stored. However, staff should search for responsive records in any location they may be, regardless of whether that location is listed below.

YES	NO	SEARCH LOCATIONS
<input type="checkbox"/>	<input type="checkbox"/>	Local computer (Examples: C:\ drive, Desktop/Documents folders)
<input type="checkbox"/>	<input type="checkbox"/>	File server / department shares: (Examples: Home or mapped drives, such as H:\, S:\, W:\, X:\, etc.)
<input type="checkbox"/>	<input type="checkbox"/>	Removable media : (Examples: external hard drives, USB flash drive, CD-DVD, SD Cards)
<input type="checkbox"/>	<input type="checkbox"/>	Email: (Examples: Outlook, Vaulted emails)
<input type="checkbox"/>	<input type="checkbox"/>	Handheld devices: (Examples: Cell Phones, PDA's like iPads, PalmPilots, MP3 players, iPods, etc.)
<input type="checkbox"/>	<input type="checkbox"/>	DOC Internet/Database Resources: (Examples: DOC Public Website, IDOC, Sharepoint, OMNI, ONBASE etc.)
<input type="checkbox"/>	<input type="checkbox"/>	Hardcopy Documents: (Examples: paper documents, hardcopy files, etc.)
<input type="checkbox"/>	<input type="checkbox"/>	Other(Please Specify):

Were Records Scanned?: YES ☐ NO ☐

Were Responsive Records Located?

YES ☐ NO ☐

By checking "No", I verify that I have completed a thorough search for records, and report that I do not have any records that are responsive to this request.

Any other DOC staff members or locations that should be consulted? Please list here:

This completed form will be preserved as part of the official public records file.

NEW EXHIBIT
R9.11-5.5

Last Updated: 9/6/2017

McDaniels v. DOC
DEFS 000741



To: Kitchen-S01

FromInmate

Sent: 12/13/2017 8:26:00 AM

From: MCDANIELS, PETER JEFFREY

DOC #: 995036

Read:

Subject: Message to Kitchen-S01

Message: FSM DEHAVEN, PLEASE PROVIDE ME WITH THE NUMBER #- OF THE FOOD SERVICE CONTRACT WHICH DICTATES WHAT IS SERVED AT SCCC FOR MEALS, WHERE TO PURCHASE, AND ETC. ALSO, PLEASE PROVIDE THE CONTRACT AUTHOR-S INFO. THANK YOU FOR HELPING ME.

NEW EXHIBIT

R9.11-5.6



To: MCDANIELS, PETER JEFFREY **ToInmate** **Sent:** 1/10/2018 7:52:45 AM
From: Kitchen-S01 **DOC #:** 995036 **Read:** 1/11/2018 10:06:47 AM
Subject: Message to Kitchen-S01
Message: You can use public disclosure for that information FM5 DeHaven

To: Kitchen-S01 **FromInmate** **Sent:** 1/11/2018 10:10:07 AM
From: MCDANIELS, PETER JEFFREY **DOC #:** 995036 **Read:**
Subject: Message to Kitchen-S01
Message: DEHAVEN, THANK YOU FOR YOUR RESPONSE, HOWEVER, I HAVE BEEN ATTEMPTING TO GO THROUGH PUBLIC DISCLOSURE, BUT I DON-T HAVE THE PROPER INFORMATION TO GIVE THEM SUCH AS THE CONTRACT #S ETC. I COULD REALLY USE ANY SPECIFIC DETAILS FROM YOU THAT MAY HELP.

To: MCDANIELS, PETER JEFFREY **ToInmate** **Sent:** 1/12/2018 6:32:35 AM
From: Kitchen-S01 **DOC #:** 995036 **Read:** 1/16/2018 5:34:31 PM
Subject: Message to Kitchen-S01
Message: I double checked on this you would also have to submit public disclosure to get all information you require FM 5 DeHaven

To: MCDANIELS, PETER JEFFREY **ToInmate** **Sent:** 1/12/2018 6:51:27 AM
From: Kitchen-S01 **DOC #:** 995036 **Read:** 1/16/2018 5:35:13 PM
Subject: Message to Kitchen-S01
Message: You will need to use public disclosure for that information FM 5 DeHaven

To: Kitchen-S01 **FromInmate** **Sent:** 1/16/2018 5:35:06 PM
From: MCDANIELS, PETER JEFFREY **DOC #:** 995036 **Read:**
Subject: Message to Kitchen-S01
Message: THANK YOU

*NEW EXHIBIT
R9.11-5.7*

To: MCDANIELS, PETER JEFFREY

ToInmate

Sent: 1/18/2018 7:54:41 AM

From: Kitchen-S01

DOC #: 995036

Read: 1/18/2018 9:00:17 PM

Subject: Message to Kitchen-S01

Message: your welcome

NEW EXHIBIT

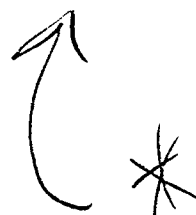
R9.11-5.8

KIOSK Mailboxes and Owners

as of 1/15/2019

ADA Coordinator Correctional Program Manager Robert Schreiber
 Assoc Sup Operat Associate Superintendent of Operations Dan Van Ogle
 Assoc Sup Program Associate Superintendent of Programs Jeneva Cotton
 Barber Recreation Supervisor Ryan Graves
 Captain Captain Jason Aldana
 Chaplain Chaplain Gary Wakeman
 Chem Dependency Chemical Dependency staff
 CI General Correctional Industries General Manager Parker Booth
 CI Correctional Industries General Manager Parker Booth
 Clerk Pool Office Assistant Diana Johnson
 Comm Partnership Corrections Specialist Niki Springer
 Commissary Warehouse Operator Keith Worsham
 COS Headquarters Cost of Supervision Unit
 CPM Correctional Program Managers Gary Bohon and Robert Schreiber
 CUS-G1 G Unit Correctional Unit Supervisor Dennis Cherry
 CUS-H1 H1 Unit Correctional Unit Supervisor James Jolly
 CUS-H2 H2 Unit Correctional Unit Supervisor Kendra Wakefield
 CUS-H3 H3 Unit Correctional Unit Supervisor Greg Jones
 CUS-H4 H4 Unit Correctional Unit Supervisor Chris Grubb
 CUS-H5 H5 Unit Correctional Unit Supervisor Sarah Sullivan
 CUS-H6 H6 Unit Correctional Unit Supervisor Kevin Shanahan
 Education Education Dean Jayme Peterson and Grays Harbor College staff
 Grievance Grievance Coordinators Dennis Dahne and Denise Brewer and Office Assistant Wendy Sherman
 Hearings Hearings Officer Thomas L'Heureux
 IIU Intelligence and Investigations Unit staff
 Job Coordinator Job Coordinator Marcia McCormick
 Kitchen Food Services staff
 Laundry Laundry Manager David Jennings
 Legal Liaison Administrative Assistant Salina Brown
 Legal Library Law Librarian John Thompson
 Mailroom Mailroom Sergeant Barry Wilkinson
 Maintenance Facilities Managers Chris Idso and Marty Williams
 OAS-G G Unit Office Assistant Sheron Creed
 OAS-H1 H1 Unit Office Assistant Duane Campeau
 OAS-H2 H2 Unit Office Assistant Paula Maine
 OAS-H3 H3 Unit Office Assistant Nicole Winsley
 OAS-H4 H4 Unit Office Assistant (vacant)
 OAS-H5 H5 Unit Office Assistant Jeannette Bucklin
 OAS-H6 H6 Unit Office Assistant Terry Brigham
 Offender Banking Business Office staff
 Property Property Sergeant Todd Coleman
 Records Records Staff
 Recreation Recreation Specialist Ryan Graves
 Redempt Corrections Specialist Niki Springer
 Superintendent Superintendent Ron Haynes' office
 Unit Sgts-G1 G Unit Sergeants Russell Dickerson and Timothy Howard
 Unit Sgts-H1 H1 Unit Sergeant Chip Thornhill
 Unit Sgts-H2 H2 Unit Sergeant Denny Larsen
 Unit Sgts-H3 H3 Unit Sergeant Victor Martinez
 Unit Sgts-H4 H4 Unit Sergeant Zachary Fenn
 Unit Sgts-H5 H5 Unit Sergeant Patricia McCarty
 Unit Sgts-H6 H6 Unit Sergeant Aaron Johnson
 Visiting Visit Sergeant Cory Smith and staff

Note: These are the main staff members who respond to Kiosk messages for the identified mailboxes; however, other staff can and often do assist in providing responses. Additionally, staff may re-route any kiosk message to any other staff if they believe it should be answered by that other staff member.



NEW EXHIBIT
 R9.11-5.9

Halal Entrees are now available from FSA on Contract 06006A.

In response to customer request, FSA has recently formalized a partnership with ZA Trading to provide a variety of meat based Halal entrees. While FSA is working on incorporating the items and pricing in their published price list, here is the list of the Midamar brand products which will be soon available as "special order":

- Beef Frankfurters, Cotto Salami and Shawarma (gyro) slices
- Chicken Frankfurters, Patties and Nuggets (fully cooked)
- Turkey Bologna and Breast (sliced)

Stay tuned regarding Kosher items.

NEW EXHIBIT
R9.11-5.10

Table of Contents:

Background Information

- Contract Title and Vendor
- GA Procurement Coordinator
- Scope
- Period of Performance
- Primary User Agency
- Current Participation with Minority and Women Owned Businesses
- Additional Terms

Detailed Information

- Appendix A – Food Categories (with Contract Information, Special terms and conditions and Price Sheets for each category)
 - Frozen, Chilled, Canned and Dried; and Bulk
 - Special Diet: Halal, Kosher, etc.
 - Bakery
 - Food Service Disposables
 - Fresh Fruit and Produce
 - Dairy
 - Fresh Meat
 - Frozen Meat
- Appendix B - Correctional Industries: Items available from the Department of Corrections Industries
- Appendix C - The Emergency Food Assistance Program Items
- Appendix D - General Terms and Conditions: Applicable to all categories

Contract 06006- Food Umbrella Contract

Contract and Amendments

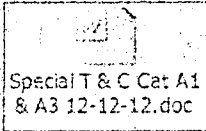
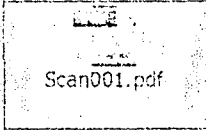
REVISED: Revised 08/18/15 Extended the Food Service Disposables with Unisource out till December 1, 2016 or until a new contract is awarded.












Awarded contractors

Category	Description	Vendor	Current Term Expires
A1 & A3	Frozen, Chilled, Dried & Canned: Bulk	Food Services of America -FSA	3/19/16
C	Food Service Disposables	Unisource	12/01/16
D	Fresh Fruit and Vegetables	Charlie's Produce (Western only); Spokane Produce (Eastern only)	2/01/16 2/01/16
E	Dairy	Meadowsweet (Olympic & NW Region), Liberty (SW Region), Terry's Dairy (Eastern & N Central Region)	9/30/15 9/30/15 9/30/15
G	CI Convenience Food	DOC Correctional Industries	12/01/15




















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
















Master Contracts and Consulting












Category	Special Terms & Conditions (Large document containing detailed contract information.)
Category A1 and A3: Frozen, Chilled, Canned & Dried (A1) Bulk (A3) Vendor: FSA-Food Services of America FEMA-Debarment Amendment Frozen, Chilled, Canned & Dried: Bulk	 <p>Special T & C Cat A1 & A3 12-12-12.doc</p>  <p>Scan001.pdf</p>










Category C: Food Service Disposables Vendor: Unisource FEMA-Debarment Amendment Disposables	<div data-bbox="1040 296 1245 426">  Special T & C Disposables 12-12-12 </div> <div data-bbox="1040 462 1245 592">  Fax-Oct-28-2009-18 -51-21-41075.pdf </div>
Category D: Fresh Fruit & Vegetables Vendors: Charlies (Western Region) Spokane Produce (Eastern Region) FEMA-Debarment Amendments Produce	<div data-bbox="1040 658 1245 789">  Special T & C Produce 12-12-12.doc </div> <div data-bbox="1040 826 1245 957">  FEMA- Debarment Produce.doc </div>
Category E: Dairy Vendors: Meadowsweet (Olympic & NW Region) Liberty (SW Region) Terry's (Eastern & N Central Region) Darigold (S Central Region) FEMA-Debarment Amendments Dairy	<div data-bbox="1040 1021 1245 1152">  Special T & C Dairy 12-12-12.doc </div> <div data-bbox="1040 1189 1245 1319">  FEMA- Debarment Dairy.doc </div>
Category G: CI Convenience Food Vendor: CI- DOC Correctional Industries	<div data-bbox="1040 1394 1245 1524">  Special T & C CI 12-12-12.doc </div>
Guide Lines:	<div data-bbox="829 1560 1034 1690">  Copy of Distributor Order Guide NOV 2014 </div> <div data-bbox="1040 1560 1245 1690">  Copy of DOC Modified Diets NOV 2014 .xls </div> <div data-bbox="1252 1560 1456 1690">  Copy of DOC Statewide Order Guide </div> <div data-bbox="1040 1690 1245 1804">  Copy of Government Order Guide NOV 2014 </div>







Contract amendments









06/23/15	Beginning July 1st, Terry's Dairy will begin servicing the accounts listed in the attached amendment	 Terry's Amend 10.pdf
02/25/15	Frozen, Chilled, Dried, Canned & Bulk: Extension approved, Categories A1 & A3 extended until 03/19/2016 or replacement contract is awarded. Food Services of America, amendment #09	 contract 06006, A1&A3, signed extens
10/29/14	Management Fee Amendments; to add .74% to contract effective October 01, 2014 for all vendors.	 Darigold.pdf  Franz A11.pdf  FSA Amend 9.doc.pdf  Liberty Distributing, Inc. A11.pdf  Liberty Distributing, Inc. A12.pdf  Meadowsweet Farm Inc. A9.pdf  Spokane Produce A6.pdf  Terry Dairy's Inc Amend 7.pdf  Triple B.pdf  Unisource A34.pdf
10/24/14	DAIRY: Extension approved for dairy contract, Category E. Contract extended to 09/1/15. 1) Dairgold, amendment #13 2) Liberty Distributing, amendment #13 3) Meadowsweet Farms, amendment #10	 Darigold Amend 13.pdf  Liberty Distributing, Inc. Amend  Meadowsweet Farms Inc. Amend 10.pdf
10/03/14	PRODUCE: Extension approved for produce contract, Category D. Contract extended to 2/1/16). 1) Charlies-Triple B amendment #7 2) Spokane Produce, amendment #7	 Spokane Produce Amend 7.pdf  Triple B Corp Amend 7.pdf
04/25/14	DAIRY: Extension approved for Category E-Dairy. Contract extended for one year 8/31/14 to 02/28/15 for Terry's Dairy Inc., amendment #6 executed 4/24/14	 Terry's Dairy Amend06.pdf
04/01/14	UNISOURCE (FOOD SERVICE DISPOSABLES) Contract Amendment #29 updates pricing for paper, foam and plastic products and also removes contract items #32, #34, #50, #68 and #69, as detailed in the attached pricing document. Effective 04/01/14	 UnisourceAmend29.pdf







3/25/14	UNISOURCE (FOOD SERVICE DISPOSABLES) Add the attached items (forks, knives & spoons) at the attached prices to contract.	 UnisourceAmend32.p df
3/18/14	UNISOURCE (FOOD SERVICE DISPOSABLES) Add the attached items (containers, dishes, pans, and cups) at the attached prices to contract.	 UnisourceAmend31.p df
2/25/14	DAIRY: Extension approved for Category E-Dairy. Contract extended for one year 8/31/14 to 02/28/15 for Dairgold Inc., amendment #8, Meadowsweet Farms amendment #8 and Liberty Distributing amendment #11 executed 02/25/14.	 06006A8 Darigold.pdf  MeadowsweetAmend0 8.pdf  06006A11 Liberty.pdf
02/18/14	BAKERY: Extension approved for Liberty Distributing and Franz Bakery Category B-Bakery, Fresh through January 31, 2015 or until replacement contract is in place, per amendment #10 executed 02/18/14.	 Liberty Amend10.pdf  FranzA10.pdf
02/18/14	FSA: Extension approved for FSA Category A1 (chilled/frozen/dried) and Category A3 (bulk food) for one year (3/20/14 to 3/21/15), per amendment #8 executed 02/18/14.	 FSA Amend8.pdf
02/11/14	PRODUCE: Extension approved for produce contract, Category D. Contract extended for one year (2/1/14 to 1/31/15). 1) Charlies-Triple B amendment #5, executed 02/28/14. 2) Spokane Produce, amendment #5 executed 02/11/14	 06006A5.pdf  06006 Stuart Holmes.pdf
12/16/13	Contract Specialist assignment changed from Stuart Sherman to Jessica Smith	NA
9/30/13	UNISOURCE (FOOD SERVICE DISPOSABLES) EXTENSION: Effective 10/1/13, Unisource is extended through 9/30/14.	 06006 A30, Unisource.pdf
8/30/13	DAIRY EXTENSION: Effective 9/1/13, Terry's Dairy, Darigold, Medosweet and Liberty Dairy are extended through 8/31/14.	 06006a8 -- Liberty.pdf  06006a7 -- Medosweet.pdf  06006a7 -- Darigold.pdf  06006a5 -- Terry's.pdf
7/15/13	BAKERY EXTENSION: (1) Liberty (Western WA) extended through 7/31/14; and (2) Franz/US Bakery (Eastern WA) extended through 8/12/14	 06006b, A9 -- Franz  06006b, A10 -- Ext 8-13-13 to 7-12-Liberty -- Ext 8-1-13







6/24/13	CI CONVENIENCE FOODS EXTENSION: CI extended for a 24 month term – 7/1/13 through 6/30/15		 06006, Amend #4 Ext FINAL.pdf	
12/20/12	FSA: EXTENSION APPROVED FOR FSA CATEGORY A1 (Chilled/Frozen/Dried) AND CATEGORY A3 (Bulk Food) FOR ONE YEAR (3/21/13 to 3/20/14), per amendment #7. 06006c revised 12/20/12		 06006A7 FSA Extension 3-21-13 to	
12/20/12	PRODUCE: EXTENSION APPROVED FOR PRODUCE CONTRACT, CATEGORY D. CONTRACT EXTENDED FOR ONE YEAR (2/1/13 TO 1/31/14). 1) Charlies-Triple B (Western WA), amendment #3, executed 12/20/12. 2) Spokane Produce (Eastern WA), amendment #3, executed 12/20/12. 06006c revised 12/20/12	 06006A4 Charlies Extension 2-1-13 to 1	 06006A4 Spokane Extension 2-1-13 to 1	
12/12/12	Administrative Change: References to GA/OSP are now DES		NA	
11/1/12	Charlie's Produce: Sales Rep. changed from Alicia Manning-Billow to Tygann Billow.		NA	
10/9/12	Disposables 06006C – Unisource Added 5 items per amendment #28, requested by DSHS. DES executed date 10/9/12		 Disposables A28-Unisource.pdf	
7/2/12	DISPOSABLES CONTRACT EXTENDED FOR ONE YEAR. 1) Unisource (10/1/12 to 9/30/13), amendment #27, DES signature date 6/28/12.		 Disposables A27-Unisource.pdf	
7/2/12	Disposables 06006C – Unisource Added kraft bags (16 ea), per amendment #26, DES executed date 6/28/12		 Disposables A26-Unisource.pdf	
7/2/12	Disposables 06006C – Unisource Add two solo items, per amendment #25, DES executed date 6/28/12		 Disposables A25-Unisource.pdf	
7/2/12	DAIRY CONTRACT EXTENDED FOR ONE YEAR. 1) Darigold (9/1/12 to 8/31/13), amendment #6, DES signature date 6/28/12. 2) Liberty Distributing (9/1/12 to 8/31/13) amendment #7, DES signature date 6/28/12. 3) Medosweet (9/1/12 to 8/31/13) amendment #6, DES signature date 6/28/12. 4) Terry's (9/1/12 to 8/31/13) amendment #4, DES signature date 6/28/12.		 Dairy Extension 9-1-12 to 8-31-13.do	
7/2/12	BAKERY CONTRACT EXTENDED FOR ONE YEAR. 1) Franz-US Bakeries (8/1/12 to 7/31/13), amendment #8, DES signature date 6/28/12. 2) Liberty Distributing (8/13/12 to 8/12/13). amendment #9,	 BakeryAS- Franz.pdf	 Bakery A9-Liberty.pdf	

	DES signature date 6/28/12.		
6/28/12	Bakery 06006B – Liberty Distributing. Clarify the whole wheat hamburger bun is 4.5," per amendment #8, DES executed date 6/28/12.		Bakery AS-Liberty.pdf
6/6/12	Office of State Procurement changed name to Contracts & Legal Services Division, Master Contracts & Consulting Unit.	NA	
5/16/12	Bakery 06006B: Liberty Adds whole wheat/grain product and deleted some product, per amendment #7		06006B A7 Liberty.pdf
3/16/12	Bakery 06006B: FEMA & Debarment Language A. Liberty Distributing: FEMA & Debarment language added to contract has been executed per amendment 6 with an effective date of 3/16/12. Franz already has FEMA & Debarment executed amendment on file.		06006B A6 Liberty.pdf
3/16/12	DAIRY 06006E: FEMA & Debarment Language a. Liberty Distributing: FEMA & Debarment language added to contract has been executed per amendment 6 with an effective date of 3/16/12. b. Darigold Dairy: FEMA & Debarment language added to contract has been executed per amendment 5 with an effective date of 3/16/12. Medosweet & Terry's already has executed FEMA & Debarment amendments on file.	 06006E A6 Liberty.pdf	 06006E A5 Darigold.pdf
12/28/11	DISPOSABLES - UNISOURCE ACCEPTS VISA AS FORM OF PAYMENT: Unisource now accepts VISA as a form of payment, per amendment # 24 executed on 12/28/11. Any bank or transaction fees associated with use of the VISA card shall be fully assumed by Unisource.		06006A24 Unisource.pdf
12/9/11	FSA: EXTENSION APPROVED FOR FSA CATEGORY A1 (Chilled/Frozen/Dried) AND CATEGORY A3 (Bulk Food). CONTRACT EXTENDED FOR ONE YEAR (3/21/12 TO 3/20/13) PER AMENDMENT #6, EXECUTED 11/9/11. 06006c revised 12/9/11		06005A6 FSA Ext 3-21-12 to 3-20-13.pdf
12/9/11	PRODUCE: EXTENSION APPROVED FOR PRODUCE CONTRACT, CATEGORY D. CONTRACT EXTENDED FOR ONE YEAR (2/1/12 TO 1/31/13). 1) Charlies-Triple B (Western WA), amendment #3, executed 11/9/11. 2) Spokane Produce (Eastern WA), amendment #3, executed 11/9/11. 06006c revised 12/9/11	 06006A3 Charlies Ext 2-1-12 to 1-31-13	 06006A3 Spokane Ext 2-1-12 to 1-31-13

12/8/11	DISPOSABLES – UNISOURCE – PRICE ADJUSTMENTS FOR SOLO, W. PLASTICS, ELKAY, AJM, DART, PACPAPER & PACTIV PRODUCTS: Price adjustments have been approved, per amendment 23, effective 12/8/11.	 06006A23 Unisource.pdf
8/2/11	DISPOSABLES: EXTENSION APPROVED State approves 12 month extension for Disposables (Category C) as follows: 1) Unisource: 10/1/11 to 9/30/12, amendment #22	 06006A22 Unisource Extension 10-1-11 to
8/2/11	DAIRY: EXTENSION APPROVED State approves 12 month extension for Dairy (Category E) as follows: 1) Darigold: 9/1/11 to 8/31/12, amendment #4 2) Liberty Distributing: 9/1/11 to 8/31/12, amendment #5 3) Medosweet: 9/1/11 to 8/31/12, amendment #5 4) Terry's: 9/1/11 to 8/31/12, amendment #3	 06006E Dairy Ext 9-1-11 to 8-31-12.do
6/30/11	BAKERY: EXTENSION APPROVED State approves 12 month extension for Bakery (Category B) as follows: 1) Franz/US Bakeries (amendment #7) through 8/12/12, amendment #7 2) Liberty Distributing (amendment #5) through 7/31/12, amendment #5	 06006B Bakery Ext 8-1-11 to 7-31-12.do
5/27/11	CORRECTIONAL INDUSTRIES- EXTENSION AND CHANGES AS FOLLOWS: 1) Contract Name Change: Change name of contract from "Frozen Meat" to "CI Convenience Food." 2) Convenience Use: All items on contract will be convenience use. 3) CI Foods Product List: List will be posted at: http://www.washingtonci.com/products_and_services/food_products/CI_Foods_Product_List.pdf 4) Minimum Order for free delivery for Political Subdivisions: A minimum order delivery fee for orders less than \$500.00 will be charged to political subdivision orders. The fee is 7% of the difference between the actual order price and \$500.00. (Example: If you order is \$400.00 there will be a charge of 7% of the \$100.00 difference or \$7.00 to deliver the order). 5) The term of this agreement is extended for 24 months from 7/1/2011 to 6/30/2013, under existing pricing, terms, conditions, and specifications.	 06006A3 CI.pdf
5/5/11	FSA- PRICING STRUCTURE: Amendment #five (5), in agreement with the contractor, Food Services of America, amends Contract 06006 A1 Chilled, Frozen, Dried & A3 Bulk Food, section 4.1 Pricing and	 06006A5 A1 & A3 5-5-11.pdf

	Adjustments (G) as follows: Contractor may change prices weekly for both Perishables (P) and Non Perishables (NP) product groups going forward for the remainder of the contract. The submissions are to be made by Thursday, to be in effect the following Sunday.		
1/11/11	DISPOSABLES – UNISOURCE – PRICE ADJUSTMENTS FOIL ITEMS: Price adjustments on 3 foil items (2 increases, 1 decrease) has been approved, per amendment 21, effective 1/11/11 due to conditions in the aluminum market.		06006A21 Unisource.pdf
11/30/10	FSA: EXTENSION APPROVED State approves 12 month extension with FSA for Category A1 (Chilled/Frozen/Dried) and Category A3 (Bulk Food), per amendment #4 (3/21/11 to 3/20/12):		06006A4 a1 & a3 11-30-10 .pdf
11/30/10	PRODUCE: EXTENSION APPROVED State approves 12 month extension for Produce with Charlies Produce and Spokane Produce, per amendment #2 (2/1/11 to 1/31/12):		06006D A2 Charlies.pdf
			06006D A1 Spokane.pdf
11/18/10	DISPOSABLES – UNISOURCE – PRICE ADJUSTMENTS SOLO ITEMS: Price adjustments on 14 Solo items (6 increases, 8 decreases) and deletion of one Solo item (16 oz cup) has been approved, per amendment 20, effective 11/18/10		06006A20 Unisource.pdf
8/1/10	DISPOSABLES - UNISOURCE-PRICE INCREASE/NAPKINS: Increase has been approved, per amendment 19, effective 8/1/10. 1) NAPKIN, D3052B, Code #8540-006-001, item #10473802, old price \$26.56, approved price \$28.41 (7% increase). 2) NAPKIN, NP310A, Code #8540-003-00, item #102384462, old price \$32.95, approved price \$33.99 (3.1% increase). 3) NAPKIN, N5181A, Code #8540-006-020, item #10405986, old price \$21.65, approved price \$23.13 (6.8% increase). The last price increase on these items was 10-1-08.		06006A19 Unisource.pdf
7/27/10	BAKERY-FRANZ: Per DSHS request Thinwich bread (white & wheat) has been added to the Franz portion (Eastern WA) of the bakery contract, per amendment #6 (effective date 7/27/10). Liberty Distributing does not offer product which is why it hasn't been added to the Liberty contract.		06006B A6 Franz.pdf
7/21/10	MEAT: Chilled & Frozen meat product is available through Correctional Industries and FSA.	NA	
6/16/10	DISPOSABLES: EXTENSION APPROVED State approves 12 month extension for Disposable Products (Category C) as follows: 1) Disposables: Unisource (amendment #18) extended		A18 Unisource Ext 10-1-10 to 9-30-11.p

	through 9/30/11.	
6/16/10	DAIRY: EXTENSION APPROVED State approves 12 month extension for Dairy Products (Category E) as follows: 1) Dairy: Darigold (amendment #3), Liberty (amendment #4), Medosweet (amendment #4) & Terry's (amendment #2), all extended through 8/31/11.	 06006E Extension 9-1-10 to 8-31-11.doc
6/16/10	BAKERY: EXTENSION APPROVED State approves 12 month extension for Bakery (Category B) as follows: 1) Franz/US Bakeries (amendment #5) through 8/12/11, Liberty (amendment #4) through 7/31/11.	 06006B Extension 9-1-10 to 8-31-11.doc
5/26/10	BAKERY-FRANZ CONTACT UPDATE: Per request of Lori/Franz the Contract Administrator has been changed from John Moen to Todd Fultz. Contact for reporting quarterly usage reports is Lori Smith, order placement contact is Stacey Greene.	NA
5/7/10	DISPOSABLES – Unisource: Amendment 17a, effective 5/14/10. Product #10024651 Tray 3 compartment has been replaced with item #10511122 tray 3 compartment due to a change in packaging. Packaging/pricing changes from 250/cs at \$62.88 to 200/cs at \$50.20. The item itself remains unchanged	 06006cA17a.pdf
4/12/10	DISPOSABLES - Unisource: Amendment 16, effective 4/12/10. Price adjustment approved: 1) 8135-032-008, 18"X1000' STD FOIL 281 was \$30.64, new \$30.43 2) 8135-032-034, 18"X500' HD FOIL 286 was \$22.22, new \$21.42 3) 8135-032-044, 24"X1000' HD FOIL 242 was \$63.53, new \$65.28 4) 8135-028-020, 12"X2000' FILM 122 was \$7.95, new \$8.39 5) 8235-028-040, 18"X2000' FILM 182 was \$11.32, new \$11.44 6) 8135-028-050, 24"X2000' FILM 142 was \$15.55, new \$16.64	 06006cA16.pdf
3/11/10	FSA: EXTENSION APPROVED State approves 12 month extension for Chilled, Frozen & Dried Goods (Category A1) & Bulk Food (Category A3) as follows: 1) FSA (amendment letter) through 3/20/11.	 FSA Extension 3-21-10 to 3-20-11 .p
10/27/09	FSA: FEMA & Debarment A. FSA: FEMA & Debarment language added to to contract has been executed per amendment 3 with an effective date of 10/27/09.	 Amendment 3 06006 A1&A3 FSA FEMA 10-

10/27/09	<p>DAIRY: FEMA & Debarment Language</p> <p>A. Medosweet: FEMA & Debarment language added to contract has been executed per amendment 2 with an effective date of 10/27/09.</p> <p>B. Terry's: FEMA & Debarment language added to contract has been executed per amendment 1 with an effective date of 10/26/09.</p>	 Amendment 2 06006E Medosweet F	 Amendment 1 06006E Terrys FEMA.
10/23/09	<p>PRODUCE: FEMA & Debarment Language</p> <p>Amendment #1 with Spokane Produce and Charlies Produce. Add additional state and federal contract terms that are necessary when federal funds are used to procure materials, products, services, supplies, and equipment, or when Federal Emergency Management Administration (FEMA) grant reimbursement is sought for the same purpose.</p>	 06006D A1 Charlies.pdf	 06006D A1 Spokane.pdf
10/30/09	<p>BAKERY: FEMA & Debarment Language</p> <p>A. Franz-US Bakery: Amendment 4 adding FEMA & Debarment language added to contract has been executed per amendment 4 with an effective date of 10/30/09.</p>	 Amendment 4 Franz 06006B FEMA .pdf	
7/30/07	<p>06006B Bakery</p> <p>A. Liberty Distributing: Dollies, for the purpose of transporting bakery items, are available to users of this contract for \$82.50.</p>	 Amendment for Dollies	



CI FOODS 4-WEEK MODIFIED DIET ORDER GUIDE - EFFECTIVE

March 1, 2016

< CUSTOMER PO:

Tel: (866) 564-6766 FAX: (509) 244-8864
CI_Foods@doc.wa.gov

DATE	> 3/	DATE	> 3/	DATE	> 3/	DATE	> 3/
Qty	/ Ext	Qty	/ Ext	Qty	/ Ext	Qty	/ Ext

KOSHER

KOSHER BUNS

ITEM	DESCRIPTION	PRICE	UNIT	DATE	> 3/	DATE	> 3/	DATE	> 3/	DATE	> 3/
10314	KOSHER BUNS, 9L, 1.6-OZ. BULK > 80-CT	12 @ 9-EA/CS	\$21.25	CS	/	/	/	/	/	/	/

KOSHER SHELF STABLE MEALS

10684	VEGETABLE STUFFED CABBAGE	12 @ 12-OZ/CS	\$48.00	CS	/	/	/	/	/	/	/
10683	CHEESE RAVIOLI	12 @ 12-OZ/CS	\$48.00	CS	/	/	/	/	/	/	/
10680	PEPPER STEAK	12 @ 12-OZ/CS	\$48.00	CS	/	/	/	/	/	/	/
10680	SPAGHETTI & MEATBALLS	12 @ 12-OZ/CS	\$48.00	CS	/	/	/	/	/	/	/
10682	TURKEY & MASHED POTATO	12 @ 12-OZ/CS	\$48.00	CS	/	/	/	/	/	/	/
10681	TURKEY BHWARM	12 @ 12-OZ/CS	\$48.00	CS	/	/	/	/	/	/	/
10685	VEGETARIAN BALISBURY STEAK	12 @ 12-OZ/CS	\$48.00	CS	/	/	/	/	/	/	/
10686	VEGETARIAN STUFFED BHELLS	12 @ 12-OZ/CS	\$48.00	CS	/	/	/	/	/	/	/

KOSHER SLICED DELI MEATS & CHEESE

10672	BEEF BOLOGNA	4 @ 2-OZ/CS	\$42.00	CS	/	/	/	/	/	/	/
10671	BEEF BALAMI	4 @ 2-OZ/CS	\$42.00	CS	/	/	/	/	/	/	/

KOSHER DRINK MIX

10681	DRINK MIX, CALCIUM ENRICHED, ORANGE (NG)	1000-PK/CS	\$82.00	CS	/	/	/	/	/	/	/
10682	DRINK MIX, CALCIUM ENRICHED, LEMON (NG)	1000-PK/CS	\$82.00	CS	/	/	/	/	/	/	/
10683	DRINK MIX, CALCIUM ENRICHED, FRUIT PUNCH (NG)	1000-PK/CS	\$82.00	CS	/	/	/	/	/	/	/

KOSHER CONDIMENTS

10688	CATSUP PACKETS, 9-GM/PK	1000-PK/CS	\$19.00	CS	/	/	/	/	/	/	/
10291	FRENCH DRESSING > 12-GM/PK	500-PK/CS	\$19.00	CS	/	/	/	/	/	/	/
10686	GRAPES/CELERY PACKETS, 1-1/2-OZ/PK (NG)	200-PK/CS	\$17.00	CS	/	/	/	/	/	/	/
10290	ITALIAN DRESSING > 12-GM/PK	500-PK/CS	\$19.00	CS	/	/	/	/	/	/	/
10683	MIXED FRUIT JELLY PACKETS, 1-1/2-OZ/PK (NG)	200-PK/CS	\$17.00	CS	/	/	/	/	/	/	/
10688	MUSTARD PACKETS, 1.6-GM/PK (NG)	1000-PK/CS	\$14.75	CS	/	/	/	/	/	/	/
10684	PEANUT BUTTER PACKETS, 1-1/2-OZ/PK (NG)	400-PK/CS	\$75.00	CS	/	/	/	/	/	/	/
10686	PICKLE RELISH PACKETS, 1.6-GM/PK	500-PK/CS	\$15.00	CS	/	/	/	/	/	/	/
10680	SALAD DRESSING PACKETS, 9-GM/PK (NG)	1000-EA/CS	\$22.00	CS	/	/	/	/	/	/	/
10690	TARTAR SAUCE PACKETS, 9-GM/PK	200-PK/CS	\$11.50	CS	/	/	/	/	/	/	/
10282	THOUSAND ISLAND DRESSING > 12-GM/PK	800-PK/CS	\$16.00	CS	/	/	/	/	/	/	/

HALAL

FROZEN BREAKFAST MEALS

ITEM	DESCRIPTION	PRICE	UNIT	DATE	> 3/	DATE	> 3/	DATE	> 3/	DATE	> 3/
11738	APPLE PIE BURRITO & EGGS	24-EA/CS	\$36.00	CS	/	/	/	/	/	/	/
10887	HALAL CREAMED GRAVY W/GROUND BEEF ON BISCUIT	24-EA/CS	\$48.00	CS	/	/	/	/	/	/	/
11735	RANCHERO BREAKFAST BURRITO	24-EA/CS	\$48.00	CS	/	/	/	/	/	/	/

FROZEN DINNER MEALS

10893	HALAL BEEF GRAVY W/RICE BLEND	24-EA/CS	\$48.00	CS	/	/	/	/	/	/	/
10890	HALAL CHILI CON CARNE W/MACARONI	24-EA/CS	\$48.00	CS	/	/	/	/	/	/	/
10892	HALAL BEEF STEW W/RICE	24-EA/CS	\$48.00	CS	/	/	/	/	/	/	/
10890	HALAL CHICKEN PATTY W/RICE & RED BEANS	24-EA/CS	\$48.00	CS	/	/	/	/	/	/	/
10898	HALAL NEW ORLEANS STYLE RICE W/GROUND BEEF	24-EA/CS	\$48.00	CS	/	/	/	/	/	/	/
10894	HALAL MEAT SAUCE W/SPAGHETTI	24-EA/CS	\$48.00	CS	/	/	/	/	/	/	/
10895	HALAL TURKEY CASSEROLE	24-EA/CS	\$48.00	CS	/	/	/	/	/	/	/
11720	TUNA CASSEROLE (S/R)	24-EA/CS	\$48.00	CS	/	/	/	/	/	/	/
10884	HALAL BEEF SAUTE W/MAC & CHEESE	24-EA/CS	\$48.00	CS	/	/	/	/	/	/	/

FROZEN TRAYS (BREAKFAST/LUNCHES)

11901	BREAKFAST TRAY W/APPLE BAR	36-EA/CS	\$61.20	CS	/	/	/	/	/	/	/
10880	HALAL TURKEY BOLOGNA TRAY LUNCH	36-EA/CS	\$72.00	CS	/	/	/	/	/	/	/
11956	PEANUT BUTTER & JELLY TRAY LUNCH	36-EA/CS	\$54.00	CS	/	/	/	/	/	/	/

HALAL SLICED DELI MEATS

RT6-65	HALAL TURKEY BOLOGNA, I/W, SLICED	54CT @ 3OZ/CS	\$40.00	CS	/	/	/	/	/	/	/
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VEGAN

BREAD

ITEM	DESCRIPTION	PRICE	UNIT	DATE	> 3/	DATE	> 3/	DATE	> 3/	DATE	> 3/
10008	VEGAN WHEAT BREAD, SLICES, I/W, 2-PK	200 CT/CS	\$30.75	CS	/	/	/	/	/	/	/

Modified Date MARCH 2016

NEW EXHIBIT
R9.11-5.22

PDU-41109

000001

EXHIBIT I-LAW AAC2

259

R9.11-6

NEW EXHIBIT [PART 2]

TRAINING MANUAL

EXCERPTS

"SEARCH FORM"

"Documents not created by Doc"



Mission Statement

To improve public safety

Vision Statement



Working together for safe communities

PUBLIC DISCLOSURE TRAINING

“What we’re talking about is the public trust in the system, and that should be jealously guarded. ... Close calls go in my book to public disclosure.”

— Governor Jay Inslee

Your Duty Under the PRA

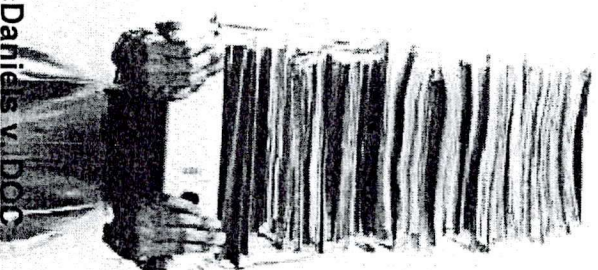
- 
- 
4. Provide a copy of *all responsive records* to public disclosure staff in the format requested.
 - a. If you are in doubt, turn it over anyway.
 - b. If you are concerned about the release of the records, share your concerns with public disclosure staff, but you must produce the records.
 - c. Even if a record is withheld based on legal authority, the record **MUST** be identified to the requester and the basis for the exemption must be explained.

5. ***Thoroughly document your search***, including all locations where you searched, what terms you used, and the amount of time you spent completing the search. Doing this ensures that if the adequacy of your search is challenged, you will be able to account for the steps you took in locating responsive records.

Providing Responsive Records

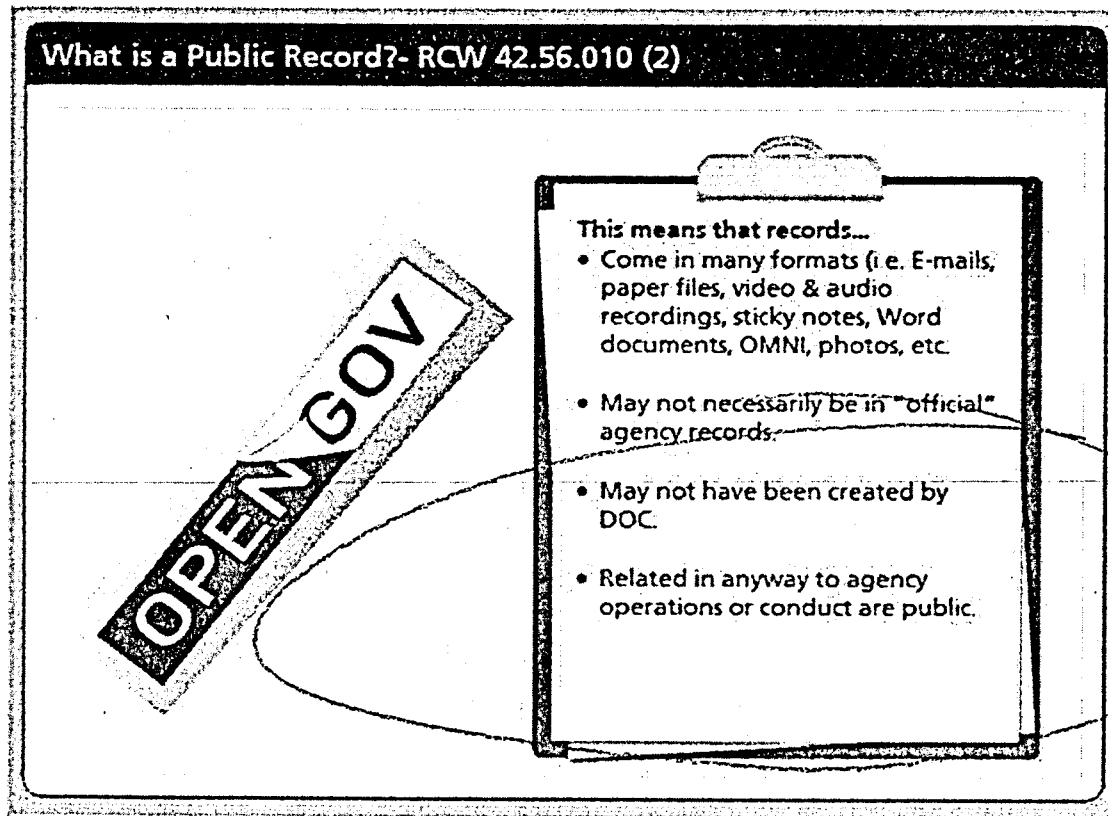
When you have responsive records:

- Provide in electronic format when possible (email or CD to your PDC)
 - If **METADATA** is requested, records **MUST BE** provided in electronic format. See your PDC for instructions.
- If you provide paper copies they should be:
 - Single sided
 - 8 1/2 x 11
 - Legible (darken/lighten if needed)
- Again, document your search (locations searched, search terms used, time spent) and provide that information to your PDC.



McDaniels v. BOC

1.7 Public Record ctd



Notes:

This simple layout features an illustrated clipboard and plenty of whitespace for characters, graphics or video.

Use this layout with text and photos as a content screen or as a starting point for an interaction design.

New Public Records Search Form

PUBLIC RECORDS UNIT SEARCH FORM

PRU #

For each Public Records Coordinator and/or DOC employee searching for records in response to Public Records Requests, fill out the information below:

Staff Name: _____

Staff Location/Unit: _____

Time Spent (including searching, compiling & review): _____
(Increments of 15 minutes)

Date: _____

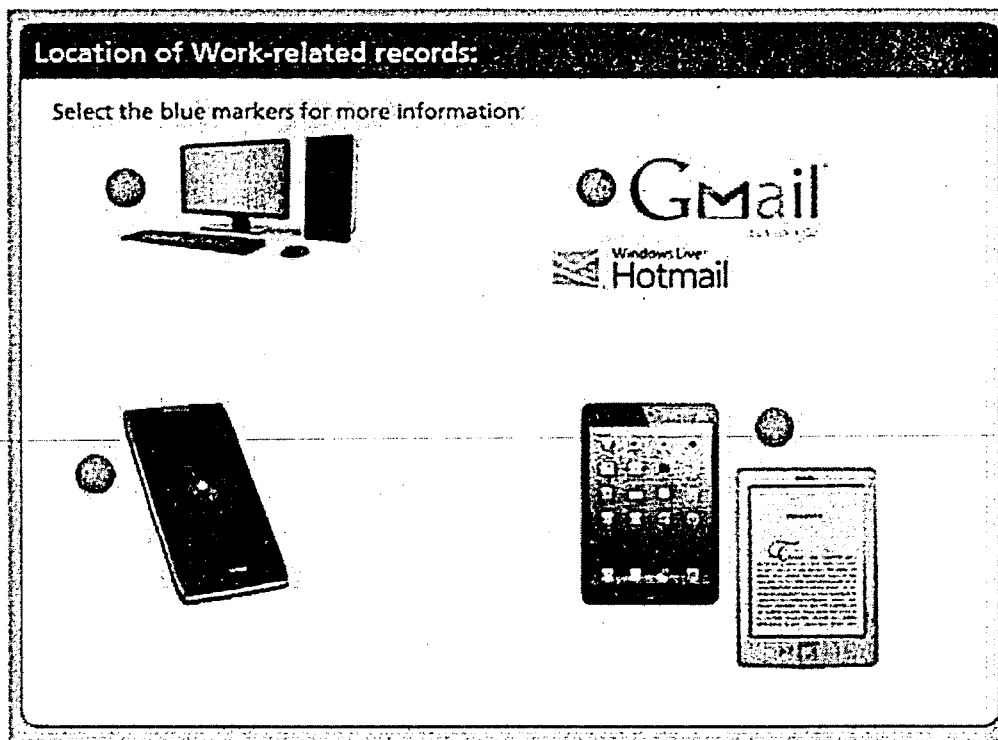
New Public Records Search Form

Possible Search Locations

Please specify the locations searched. This list indicates locations where records may likely be stored. However, staff should search for responsive records in any location they may be, regardless of whether that location is listed below.

YES	NO	SEARCH LOCATIONS
<input type="checkbox"/>	<input type="checkbox"/>	Local computer (Examples: C:\ drive, Desktop/Documents folders)
<input type="checkbox"/>	<input type="checkbox"/>	File server / department shares: (Examples: Home or mapped drives, such as H:\, S:\, W:\, X:\, etc.)
<input type="checkbox"/>	<input type="checkbox"/>	Removable media : (Examples: external hard drives, USB flash drive, CD-DVD, SD Cards)
<input type="checkbox"/>	<input type="checkbox"/>	Email: (Examples: Outlook, Vaulted emails)
<input type="checkbox"/>	<input type="checkbox"/>	Handheld devices: (Examples: Cell Phones, PDA's like iPads, PalmPilots, MP3 players, iPods, etc.)
<input type="checkbox"/>	<input type="checkbox"/>	DOC Internet/Database Resources: (Examples: DOC Public Website, IDOC, Sharepoint, OMNI, ONBASE etc.)
<input type="checkbox"/>	<input type="checkbox"/>	Hardcopy Documents: (Examples: paper documents, hardcopy files, etc.)
<input type="checkbox"/>	<input type="checkbox"/>	Other(Please Specify):

1.8 Location of Work-related records:



NEW EXHIBITS [PART 2]

R9.11-7

DOC POLICY

280.510

[PRA]



STATE OF WASHINGTON
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DOC 280.510

POLICY

TITLE
PUBLIC DISCLOSURE OF RECORDS

REVIEW/REVISION HISTORY:

Effective: 3/1/83 DOC 150.000
Revised: 4/15/85
Revised: 10/1/85 DOC 280.510
Revised: 3/15/96
Revised: 3/30/01
Revised: 6/20/01
Revised: 2/14/06 AB 06-003
Revised: 3/13/07
Revised: 3/25/08 AB 08-006
Reviewed: 9/24/08
Revised: 8/14/09
Revised: 1/3/11

SUMMARY OF REVISION/REVIEW:

I.B.3.d. - Adjusted that the Assistant Secretary will designate a PDC for Health Services
II.A. - Updated email address
VI. - Appeals will not be considered if submitted 12 months or more after the Department's last response or production of records

APPROVED:

Signature on File

ELDON VAIL, Secretary
Department of Corrections

11/24/10

Date Signed



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REFERENCES:

DOC 100.100 is hereby incorporated into this policy; RCW 4.24.550; RCW 10.97; RCW 40.24, RCW 42.52; RCW 42.56; RCW 70.02; RCW 71.05; RCW 71.09; WAC 137-08; Governor's Executive Order 00-03; ACA 4-4098; ACA 7D-08; ACA 7D-11; DOC 280.500 Records Management of Official Offender Files; DOC 590.500 Legal Access for Offenders; DOC 640.020 Offender Health Records Management; DOC 800.005 Personnel Files; FBI Order 556-73; Collective Bargaining Agreements

POLICY:

- I. [7D-08] The Department has a process to respond to requests for the disclosure of public records per RCW 42.56 and ensure that the release of records is consistent with state and federal laws and regulations. This policy does not apply to discovery requests made in conjunction with litigation, subpoenas, or other legal pleadings, or offender requests for photocopies of documents already in their possession.
- II. The handling, maintenance, and privacy of public records will meet the requirements of RCW 10.97, RCW 42.56, WAC 137-08, and Governor's Executive Order 00-03.
- III. All public records will be made available for public inspection and copying unless the records are exempt under federal or state law, providing facilities for copying would unreasonably disrupt Department operations, or inspection would excessively interfere with essential Department functions. [7D-08]

DIRECTIVE:

- I. Responsibility
 - A. The Public Disclosure Unit will:
 1. Create and communicate Department wide procedures for processing requests for public records,
 2. Train Department staff, as required,
 3. Coordinate with the Office of the Attorney General, as needed,
 4. Maintain a current list of Public Disclosure Coordinators (PDCs),
 5. Implement legislation and case law that directly affects the Department public disclosure process,
 6. Coordinate response to statewide impact and high profile public disclosure requests,



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7. Provide consultation to PDCs regarding public disclosure response and process issues, and
 8. Implement and record statewide public disclosure statistics and report statistics to the Department Executive Management Team.
- B. PDCs will be designated by the:
1. Superintendent for each Prison,
 2. Regional Administrator for each region, and
 3. Appropriate Assistant Secretary for:
 - a. Community Corrections Headquarters,
 - b. Prisons Headquarters,
 - c. Administrative Services,
 - d. Health Services, and
 - e. Government, Community Relations and Regulatory Compliance.
- C. The PDCs will:
1. Respond to public records requests as delegated by the Public Disclosure Unit,
 2. Identify and gather records within their assigned area of responsibility at the request of the Public Disclosure Unit in response to public records requests,
 3. Attend training provided by the Public Disclosure Unit and train appropriate staff in their local area, and
 4. Track and report the receipt and disposition of public records requests for their area of responsibility.
- D. All employees will:
1. Search records within their area of responsibility upon request of the Public Disclosure Unit or applicable PDC for records responsive to public records requests,
 2. Respond to requests timely per deadlines established by the Public Disclosure Unit or PDC,
 3. Track and report to the Public Disclosure Unit or PDC, as applicable, the staff time expended in searching and responding to requests for responsive records.

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	TITLE PUBLIC DISCLOSURE OF RECORDS		

- E. Failure or refusal to perform assigned responsibilities may result in disciplinary action, up to and including termination.

II. Public Records Requests

- A. All public records requests, other than requests by incarcerated offenders for inspection of their central file or health record, must be submitted in writing to the Department of Corrections Public Records Office at P.O. Box 41118, Olympia, WA 98504, or via e-mail at DOCPublicDisclosureUnit@doc.wa.gov. The written request should include the:
1. Requester's name and contact information,
 2. Date the request was made, and
 3. Records requested.
- B. [4-4098] [7D-11] An offender may request to inspect his/her central file by completing and submitting DOC 05-066 Request for Disclosure of Records to the facility/local Records Unit.
- C. Requests from an incarcerated offender to examine or obtain a copy of information in his/her health record will be handled per DOC 640.020 Offender Health Records Management.
- D. Department employees who request documents through public disclosure must use personal time and resources to do so. Use of state time and/or resources to request documents through public disclosure may result in disciplinary action.

III. Responding to Requests

- A. Within 5 business days of the Department's receipt of a request, the delegated Department staff will respond to the requester in writing by:
1. Making the requested documentation available,
 2. Acknowledging receipt of the request and providing a reasonable estimate of the time needed to respond,
 - a. Additional time may be needed for the Department to respond to a request, based on the need to:
 - 1) Clarify the request,
 - 2) Locate and assemble the requested records,
 - 3) Notify the persons affected by the request, or



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- 4) Determine whether any of the responsive records or information contained in the responsive records are exempt from disclosure.
3. Seeking clarification, or
4. Denying the request.
 - a. The Department can only deny records or portions of records based on an applicable legal exemption, using the Agency Denial Form/Exemption Log. All denial decisions must:
 - 1) Cite the statute(s) that allows redaction or withholding of the record, in whole or in part,
 - 2) State how the exemption applies to the information withheld, and
 - 3) Include the page numbers or location within the responsive records where content was redacted or withheld.
- B. The Department is not required to create records in response to a public records request.
- C. The delegated Department staff will notify the requester in writing of the copying and postage charges associated with the requested records.
 1. Costs associated with copying and mailing records in paper and electronic format can be charged to the requester per RCW 42.56.070.
 - a. Copying charges for paper records are \$0.20 per page, plus postage reimbursement, as specified in WAC 137-08-110.
 - b. Payment should be requested in the form of a check or money order and must be received before copies are sent.
- D. All copies of records provided to incarcerated requesters in response to public records requests will be sent through the United States Postal Service, unless the requester:
 1. Designates a non-incarcerated third party to receive the records, or
 2. Signs for and picks up his/her own health records at the facility in which s/he is currently housed.



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- E. All copies of records provided to non-incarcerated requesters in response to public records requests will be sent through the United States Postal Service, unless:
 - 1. Copies are available and provided at the time of inspection,
 - 2. Records are provided electronically, or
 - 3. The requester picks up the records in person.
- F. The Department does not charge a fee for inspecting or locating public records.
- G. Responses may be provided in electronic format at the Department's discretion, if electronic release is possible and prudent given available Department resources.
- H. Incarcerated offenders will only be permitted to inspect their own:
 - 1. Central file, and
 - 2. Health care record per DOC 640.020 Offender Health Record Management.
- I. Requests by incarcerated offenders for copies of legal pleadings and exhibits being submitted to the court and opposing party regarding current conviction, conditions of confinement, and/or challenges to the offender's sentence will be handled per DOC 590.500 Legal Access for Offenders.

IV. Documentation

- A. Documentation of each public records request will be maintained per the Records Retention Schedule, and will include copies of:
 - 1. The original request and all correspondence,
 - 2. All records provided, in their original format,
 - 3. Any records redacted or withheld, indicating the information removed/withheld,
 - 4. The Agency Denial Form/Exemption Log, if redactions were taken or records were withheld, and
 - 5. Any supporting documents indicating who was contacted and the response received.

V. Notification



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- A. The Department will send letters to specific individuals notifying them that their name appears in or is the subject of a record(s) responsive to a public records request and they may seek an injunction to stop the release of some or all of such records. RCW 42.56.540 allows for this process to occur at the discretion of the public agency.
1. Individuals will be provided no less than 7 business days to notify the Department of their intent to seek injunction.
 2. Notification will include:
 - a. Cover letter,
 - b. Copy of the original request,
 - c. Copy of applicable statute, and
 - d. All responsive records applicable to the addressee of the notification, in the format in which they will be released to the requester.
 3. Notification is provided to all staff and volunteers, and may be provided to former employees (i.e., mailed to the last known address) when public disclosure requests are made regarding their own:
 - a. Personnel files,
 - b. Disciplinary actions,
 - c. Personnel grievances, and/or
 - d. Allegations of misconduct.
 4. In addition, staff and volunteers may receive notification if they are involved in providing investigative witness statements or their names are included in records that indicate behavior or information unrelated to the scope of normal job duties.
 5. Contractors should be notified when proprietary information is involved.
 6. Offenders will not be notified as part of normal procedure.

VI. Appeal Process

- A. If the requester disagrees with a decision to deny the request, in whole or in part, s/he may appeal to the Department Appeals Officer for review. The Department Appeals Officer will review the appeal and affirm or reverse the denial.
- B. Appeals will not be considered if submitted 12 months or more after the Department's last response or production of records.



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C. Any further appeal will be made to the Superior Court per RCW 42.56.

DEFINITIONS:

Words/terms appearing in this policy may be defined in the glossary section of the Policy Manual.

ATTACHMENTS:

None

DOC FORMS:

DOC 05-066 Request for Disclosure of Records

FILED
COURT OF APPEALS
DIVISION II

2019 DEC 27 PM 12:52

STATE OF WASHINGTON

BY

DEPUTY

APPEAL No. 52987-4-II

TRIAL COURT No. 18-2-02634-34

COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON

PETER J. McDANIELS

Appellant,

v.

DEPT OF CORRECTIONS

Respondent.

DECLARATION / CERTIFICATE OF SERVICE BY MAIL

I, Peter J. McDaniels, pro se appellant, caused to be sent my Opening Brief and all attachments; MOTION TO SUBMIT EXCESS PAGES; and Motion to add evidence on review Part II to: Douglas W. Carr WSBA #17378 Assist. Atty Gen. Corr. Div. PO BOX 40116, Olympia WA 98504 - 0116.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF WASHINGTON STATE THE ABOVE IS ACCURATE

Dated this 24th day of December, 2019

PETER J. McDANIELS
SCCC H2 B 39L
191 Constantine Way
Aberdeen, WA 98520